

-Town of Amherst Cable Television Renewal License-
March 14, 2016

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
COMCAST OF MASSACHUSETTS/VIRGINIA, INC.**

**THE SELECT BOARD
TOWN OF AMHERST,
MASSACHUSETTS**

MARCH 14, 2016

Comcast Response: April 12, 2016 (via e-mail with hard copy to follow)

-Town of Amherst Cable Television Renewal License-
March 14, 2016

EXHIBITS

Institutional Network Buildings	Exhibit 1
Institutional Network Hub Specifications	Exhibit 2
Institutional Network Operational Specifications	Exhibit 3
Programming	Exhibit 4
Public Building Cable Drops	Exhibit 5
Gross Annual Revenues Reporting Form	Exhibit 6
207 CMR 10.00	Exhibit 7
FCC Customer Service Obligations	Exhibit 8
Cable Division Form 500	Exhibit 9

AGREEMENT

This Cable Television Renewal License entered into by and between the Select Board of the Town of Amherst, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts/Virginia, Inc. (“Comcast” or the “Licensee”).

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Amherst, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Amherst; and

WHEREAS, the Issuing Authority conducted two (2) ascertainment hearings, pursuant to Section 626 of the Cable Act, on September 24, 2015 and September 30, 2015, in order to (1) ascertain the future cable related community needs and interests of Amherst, and (2) review the performance of Comcast during its current license term; and

WHEREAS, the Issuing Authority submitted a Request-for-Proposal to Comcast on March 14, 2016; and

WHEREAS, Comcast submitted a renewal proposal and Massachusetts Cable Division Form 100 to the Town of Amherst, dated April __, 2016 for a renewal license to operate and maintain a Cable Television System in the Town of Amherst; and

WHEREAS, the Issuing Authority and Comcast engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for Comcast’s continued operations and maintenance of its Cable Television System in the Town of Amherst.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

Response: There is no regulation or law which dictates the form by which a submission of responses to an RFP must be made. Comcast reviewed the Town’s recommended License Renewal Proposal document and disagrees with the form and content of the Town’s Renewal Proposal. Accordingly, Comcast’s response is based on Comcast’s Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016 and herein provides such as its formal Draft Renewal Cable Television License (hereinafter “Renewal Proposal”). Comcast’s Renewal Proposal is based on ascertainment in accordance with Section 626 of the Cable Act, which Comcast has deemed to be “reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.”

-Town of Amherst Cable Television Renewal License-
March 14, 2016

Comcast has provided responses where applicable that are pertinent to the renewal process only. Comcast has repeated the Town's draft proposal and has provided its responses in shaded font. Should the Town believe that Comcast's response to any draft proposal is not complete, Comcast requests clarification from the Town as to the basis for such a determination.

In preparing its Renewal Proposal, Comcast set out to determine Amherst's future cable needs while taking into account their costs. To help ascertain the Town's future cable related needs, we commissioned an independent third party, RKM Research & Communications, Inc., to conduct a telephone survey ("RKM Survey") of a random sample of Amherst cable subscribers. The RKM Survey took place from November 10 through December 1, 2015, and involved a random sample of 301 Amherst residents. One objective of this ascertainment survey was to gauge the future cable related needs of the community in relation to the costs of fulfilling those needs.

The RKM Survey indicated that 91% of Comcast customers in Amherst are satisfied with Comcast. Further, 89% of customers rated the quality of picture service as good, very good or excellent and 80% of customers rated the reliability of service as good, very good or excellent.

With regard to PEG Access programming, while awareness of PEG Access Programming is relatively high in Amherst, the majority of respondents said their satisfaction would remain the same if PEG channels 12, 15, and 17 were no longer on the air. Additionally, a majority of respondents would oppose paying a monthly fee for equipment and operating expenses for a local PEG Access Production Facility and would also oppose an increase in their monthly cable bill in order to construct, upgrade, or maintain an Institutional Network ("I-Net") in the community.

Regarding PEG programming in HD, the RKM Survey indicated that the ability to watch PEG programming in HD was not important to a majority of respondents. In fact, only 5% of respondents indicated that the ability to watch PEG programming in HD was very important.

Comcast is aware the Town conducted two public hearings on September 24 and September 30, 2015, which were attended by a small sampling of the public at large. To the best of our recollection, those testifying at the public hearing were not asked any questions nor did any individuals testify regarding their willingness to pay existing or increased franchise related and/or renewal license related costs associated with the "future cable related needs and interests of the community", as required by Section 626 of the Cable Act. Comcast has no knowledge of and has not been provided with any additional ascertainment surveys conducted by the Town or other information which identifies the future cable related needs of the community or the willingness of the community to pay for any identified cable related needs of the community.

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations and abbreviations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

- (1) Access: The right or ability of any Amherst resident and/or any Persons affiliated with a Amherst institution to use designated public, education and government (“PEG”) access facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use herein.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

- (2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(t) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

- (3) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

-Town of Amherst Cable Television Renewal License-
March 14, 2016

Response: Comcast adds the following additional definition, in alphabetical order, provided in Section 1.1(a) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Access Provider – shall mean the person, group or entity, for non-profit, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(4) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(b) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

(5) CMR: The acronym for Code of Massachusetts Regulations.

Response: Acceptable as proposed

(6) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

Response: Acceptable as proposed

(7) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

Response: Acceptable as proposed

(8) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

Response: Acceptable as proposed

(9) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide

-Town of Amherst Cable Television Renewal License-
March 14, 2016

Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Cable Act or (E) any facilities of any electric utility used solely for operating its electric utility systems.

Response: Acceptable as proposed

(10) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(11) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(13) Department of Public Works ("DPW"): The Department of Public Works of the Town of Amherst, Massachusetts.

Response: Acceptable as proposed

(14) Downstream Channel: A channel over which Signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.

-Town of Amherst Cable Television Renewal License-
March 14, 2016

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(15) Drop or Cable Drop: The cable that connects an Outlet to feeder cable of the Cable System.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(g) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

(16) Educational Access Channel: A specific channel(s) on the Subscriber Network owned and made available by the Licensee to the Issuing Authority, educational institutions and/or its designee(s) to present non-commercial educational programming and information to the public.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(t) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

(17) Effective Date of Renewal License (the “Effective Date”): October 16, 2016.

Response: Acceptable as proposed

(18) FCC: The Federal Communications Commission, or any successor agency.

Response: Acceptable as proposed

Response: Comcast adds the following additional definition, in alphabetical order, provided in Section 1.1(j) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Amherst and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(19) Government Access Channel: A specific channel(s) on the Subscriber Network owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial governmental programming and/or information to the public.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(t) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable

Television License filed on March 09, 2016.

(20) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(k) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

(21) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(22) High Definition ("HD"): Being or relating to a digital television system with a minimum of 1080 horizontal lines of resolution.

Response: Comcast objects to the inclusion of this definition in the Renewal License and any

-Town of Amherst Cable Television Renewal License-
March 14, 2016

effort to dictate what type of technology must be used to provide cable television service. Specifically, the Federal Cable Act precludes local franchising authorities from dictating or making demands for specific transmission technologies, including High Definition (“HD”) TV. See 47 U.S.C. § 544 (e) (franchising authorities may not “prohibit, condition, or restrict” a cable system’s “transmission technology”). The FCC has confirmed that “the phrase ‘transmission technology’ includes both the transmission medium...and the specific modulator or communications format.” Implementation of the Cable Act Reform Provisions of the Telecommunications Act of 1996, Report and Order, 14 FCC Rcd 5296, 5356-57 ¶141 (1996), affirmed on reconsideration, 17 FCC Rcd 7609 (2002).

(23) Hub or Hub Site: A sub-Headend, generally located within a cable television community, use of which may include, but not be limited to, Signal processing or switching, or placement of a fiber node, microwave link or transportation super trunk.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(24) Institutional Network: The separate fiber-optic network connecting Town buildings and schools for the exclusive use of the Town, its departments and/or designees.

Response: Comcast is unable to offer any further language or responses on the subject of the Institutional Network until such time the Town of Amherst provides responses to Comcast’s multiple inquiries regarding the Town’s current use of the Institutional Network. These inquiries have been provided to the Town of Amherst through its counsel of record.

(25) Issuing Authority: The Select Board of the Town of Amherst, Massachusetts.

Response: Acceptable as proposed

(26) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(27) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Amherst and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

-Town of Amherst Cable Television Renewal License-
March 14, 2016

Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(28) Licensee: Comcast of Massachusetts/Virginia, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

Response: Acceptable as proposed

Response: Comcast adds the following additional definition, in alphabetical order, provided in Section 1.1(o) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Modulator – shall mean CATV modulator or equivalent device used for video signal transport.

Response: Comcast adds the following additional definition, in alphabetical order, provided in Section 1.1(p) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(29) Normal Business Hours: Those hours during which most similar businesses in Amherst are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(30) Origination Capability or Origination Locations: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a video Signal(s) upstream to a designated location.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(31) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a

-Town of Amherst Cable Television Renewal License-
March 14, 2016

Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(32) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or group-of-channels basis.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(33) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(34) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(35) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

Response: Acceptable as proposed

(36) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(t) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Response: Comcast adds the following additional definition, in alphabetical order, provided in Section 1.1(r) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

-Town of Amherst Cable Television Renewal License-
March 14, 2016

PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(37) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(38) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

Response: Acceptable as proposed

(39) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designee(s) for use by, among others, Amherst residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(t) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Response: Comcast adds the following additional definition, in alphabetical order, provided in Section 1.1(u) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Amherst residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

Response: Comcast adds the following additional definition, in alphabetical order, provided in Section 1.1(v) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Public Buildings – shall mean those buildings owned or leased by the Issuing Authority for municipal government administrative purposes, and shall not include

-Town of Amherst Cable Television Renewal License-
March 14, 2016

buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(40) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(w) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

(41) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(x) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

(42) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device issued by the Licensee.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(43) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(44) Signal: Any transmission of electromagnetic or optical energy.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(y) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable

-Town of Amherst Cable Television Renewal License-
March 14, 2016

Television License filed on March 09, 2016.

Response: Comcast adds the following additional definition, in alphabetical order, provided in Section 1.1(z) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Standard Installation – shall mean the standard one hundred seventy-five foot (175') aerial Drop connection to the existing distribution system.

(45) State: The Commonwealth of Massachusetts.

Response: Acceptable as proposed

(46) Strand Maps: Route maps of the Town of Amherst, of suitable scale, showing (i) the location of all of the Licensee's facilities in, on, over and under the Streets and Public Ways in the Town; (ii) all transmitting and Origination Locations; (iii) all Cable Service routes; (iv) all Pedestal locations; (v) the location of every utility pole in the Town utilized by the Licensee; (vi) the number of unit lengths of cable (or its functional equivalent) in, on, over and under the Streets and Public Ways; and (vii) all amplifier and power supply locations.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(47) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, Cable Television System.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(aa) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

(48) Subscriber Network: The bi-directional network, owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 1.1(ab) of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

(49) Town: The Town of Amherst, Massachusetts.

-Town of Amherst Cable Television Renewal License-
March 14, 2016

Response: Acceptable as proposed

(50) Town Counsel: The Town Counsel of the Town of Amherst, Massachusetts.

Response: Acceptable as proposed

(51) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

Response: Acceptable as proposed

(52) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(53) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

(54) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

Response: Acceptable as proposed

ARTICLE 2

GRANT OF RENEWAL LICENSE

Response: Comcast adds the following additional provision, provided in Section 2.3 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

Response: Comcast adds the following additional provision, provided in Section 2.4 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

RENEWAL

- (a) In accordance with the provisions of federal law, M.G.L.c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.
- (b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such modified or additional terms as Licensee and the Issuing Authority may then agree.

Response: Comcast adds the following additional provision, provided in Section 2.5 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Licensee, or this

License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

Section 2.1---GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Select Board of the Town of Amherst, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Amherst.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Amherst within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Service and Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Amherst. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any special laws or Town by-laws and/or regulations enacted hereafter.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 2.1 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 2.2---TERM OF RENEWAL LICENSE

-Town of Amherst Cable Television Renewal License-
March 14, 2016

The term of this Renewal License shall commence on October 16, 2016 and shall expire at midnight on October 15, 2026, unless sooner terminated as provided herein.

Response: Acceptable as proposed

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Amherst; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 2.6 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 2.4---POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town, unless legally prevented from applying such standards in private ways. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction.

Response: Acceptable as proposed

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such

removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Response: Acceptable as proposed

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five

-Town of Amherst Cable Television Renewal License-
March 14, 2016

(5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

Response: Acceptable as proposed

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License and shall be subject to Section 11.1 infra.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

Response: Acceptable as proposed

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town its existing Subscriber Network.

(b) The Licensee shall transmit all of its Signals to Amherst Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications, as amended. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards, as amended.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 3.2 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to own, operate and maintain the existing Broadband Fiber Institutional Network (the "I-Net"), for the Town's use pursuant to this Section 3.2. The Town shall have the right to continue using the I-Net to transmit any and all Signals that were being transmitted by the Town of Amherst and the Amherst Public Schools as of and prior to the Effective Date of this Renewal License, from and among those buildings listed in **Exhibit 1** attached hereto and made a part hereof.

(b) The I-Net is an all fiber network utilizing a star architecture emanating from a Hub Site located within the Town to all remote I-Net locations. Each location shall consist of four (4) fiber connectivity from the Hub Site which shall be used for a bi-directional link supporting all of the Signal transmissions referenced in paragraph (a) above. Other than the criteria set forth in **Exhibit 3**, attached hereto, any use of the I-Net by the Town is the sole responsibility of the Town and not the Licensee.

(c) The Licensee shall provide and maintain one (1) Institutional Network Connection to a Node in each of the municipal buildings and sites identified in **Exhibit 1** attached hereto, without charge to the Town and/or any designated institutions. Additional I-Net Connections, if any, in excess of those specified above, or relocated I-Net Connections, shall be installed by the Licensee subject to payment by the Town of the Licensee's actual costs for time and materials, plus a reasonable rate of return in accordance with applicable law. The location of all I-Net Connections shall be determined jointly by the Licensee and the Issuing Authority, or its designee(s).

-Town of Amherst Cable Television Renewal License-
March 14, 2016

(d) The Licensee shall discuss the location of each Outlet with the appropriate officials in each I-Net Building(s), prior to the installation of such Outlet. The Issuing Authority shall designate such officials in writing to the Licensee. The demarcation point between the Town's equipment and the Licensee's I-Net shall be at the node in each I-Net Building.

(e) Upon the written request of the Issuing Authority, the Licensee may extend the I-Net to include additional sites and/or buildings other than those listed in **Exhibit 1**. Said extensions shall be subject to payment in advance by the Town for the Licensee's actual costs for time and materials, plus a reasonable rate of return in accordance with applicable law.

(f) The Licensee shall be responsible for any Headend, I-Net Hub Site or other equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers, if any, and switching equipment; provided, however, the Town shall be responsible for any Town-owned equipment which may need to be located in the Hub Site. The Town shall continue to provide the Licensee with appropriate space for the I-Net Hub Site at the Amherst Town Hall located at Four Boltwood Avenue per the specifications in **Exhibit 2**, attached hereto. The Town shall continue to ensure that said space meets the criteria listed in **Exhibit 2** attached hereto. Any relocation of the Hub Site requested by the Town shall be subject to payment by the Town of the Licensee's actual costs for time and materials plus a reasonable rate of return, in accordance with applicable law. The Licensee shall continue to be responsible for equipment to enable the I-Net to interact with the Subscriber Network such that I-Net transmissions may be transmitted to the Headend on an I-Net channel and then to Subscribers on a PEG Access Channel.

(g) For the term of this Renewal License, the Licensee shall hold all rights and title in the I-Net but shall continue to provide the Town the right to use the I-Net, free of charge, throughout the term of this Renewal License, provided that the Town shall not lease any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes. The Town's use of the I-Net is subject to the following:

(1) Any such use is at the Town's sole risk and cost; and

(2) The Town indemnifies the Licensee for any loss and/or economic injury resulting from such use except to such extent said loss and/or economic injury is caused by the Licensee's gross negligence.

(h) The I-Net shall be operated, maintained and serviced by the Licensee pursuant to **Exhibit 3**, attached hereto and made a part hereof.

(i) The I-Net shall be operated and maintained, at a minimum, in compliance with applicable FCC Technical Specifications. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee

and installed by the Town or other Users, the Licensee resolve the technical problem within twenty-four (24) hours. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem, including the possibility of a performance test of the I-Net by the Licensee, if appropriate.

Response: Comcast is unable to offer any further language or responses on the subject of the Institutional Network until such time the Town of Amherst provides responses to Comcast's multiple inquiries regarding the Town's current use of the Institutional Network. These inquiries have been provided to the Town of Amherst through its counsel of record.

Section 3.3---EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Response: Acceptable as proposed

Section 3.4---PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

Response: Acceptable as proposed

ARTICLE 4

CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

Response: Comcast adds the following additional provision, provided in Section 4.1 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

SYSTEM MAINTENANCE

- (a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.
- (b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.
- (c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.
- (d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.
- (e) The signal of any Broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the applicable technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.
- (f) Upon written notice from the Issuing Authority, Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

Response: Comcast adds the following additional provision, provided in Section 4.6 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

BUILDING MOVES

- (a) In accordance with applicable laws, Licensee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit.
- (b) Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

Response: Comcast adds the following additional provision, provided in Section 4.10 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Licensee, any Cable Service, program or signal transmitted over the Cable System by Licensee.

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The area to be served is the entire Town of Amherst. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s).

(b) The Licensee shall make its Cable Service available to residents of the Town, unless legally prevented from doing so, subject only to the installation charges referenced herein and the provisions in Section 12.4 infra.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred seventy-five feet (175') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 175' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges and any applicable costs related to said additional installation, such as make-ready. The Licensee shall have up to, but not more than, ninety (90) days, subject to Force Majeure and the performance of make-ready work in order to survey, design and install non-standard installations that are more than 175' from the existing aerial Trunk and Distribution System and additions thereto.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 3.1 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Amherst. Licensee-owned poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local laws and regulations.

Response: Acceptable as proposed

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Response: Acceptable as proposed

Section 4.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Response: Acceptable as proposed

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Response: Acceptable as proposed

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town at no cost to the Town, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable advance notice necessary to maintain continuity of service.

Response: Acceptable as proposed

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, pursuant to applicable law(s), if any, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Response: Acceptable as proposed

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 4.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on the System maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 4.10---PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Response: Acceptable as proposed

Section 4.11---RIGHT TO INSPECTION OF CONSTRUCTION

(a) The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

(b) The Licensee shall maintain its System plant on poles and/or underground in the Town by-laws in a safe, workmanlike and neat manner and in full compliance with all federal, State and Town laws, regulations and/or by-laws.

(c) The Town's designee shall have the right to inspect all of the Licensee's System plant on poles and/or underground on an annual basis. The Licensee shall comply with any orders from said Inspector of Wires in a timely manner.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 4.12---SYSTEM MAPS

(a) The Licensee shall provide, upon written request, not more than once annually, the Issuing Authority or its designee(s) with Strand Maps of the Licensee's System plant. If changes are made in said System that effect the accuracy of such Strand Maps, the Licensee shall file updated Strand Maps not more than once annually.

(b) Within thirty (30) days of a written request, the Licensee shall allow the Issuing Authority and/or its designee(s) to view "as-built" maps of the System and the I-Net at a location that is mutually-agreeable to the Issuing Authority and the Licensee.

(c) Upon the written request of the Town, said Strand Maps shall also be provided in electronic format if they exist in said electronic format; provided, however, that the Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

(d) The Licensee shall identify all of its System plant over, on and under the Public Ways on said Strand Maps.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 4.5 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 4.13---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

Response: Acceptable as proposed

Section 4.14---COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town, provided that said establishment(s) agrees to pay for installation and subscription costs as established by the Licensee.

Response: Acceptable as proposed

Section 4.15---DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

Response: Acceptable as proposed

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall make available a Basic Service to all Amherst Subscribers pursuant to applicable federal statute or regulation.

Response: Acceptable as proposed

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 4**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 4**, attached hereto, shall be at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Amherst Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 5.2 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Response: Acceptable as proposed

Section 5.4---CABLE COMPATIBILITY

The Licensee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

Response: Acceptable as proposed

Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable

basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Response: Acceptable as proposed

**Section 5.6---DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND
PUBLIC SCHOOLS WITHOUT CHARGE(S)**

Pursuant to M.G.L. Chapter 166A, §5(e), the Licensee shall provide a Cable Drop, an Outlet and monthly Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority, including, but not limited to, those listed in **Exhibit 5**, attached hereto and made a part hereof.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 3.3 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Issuing Authority and/or its designee(s) shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Response: Acceptable as proposed

Section 6.2---PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available for use by the Issuing Authority and/or its designee(s) three (3) Licensee-owned Subscriber Network Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town, the Issuing Authority and/or its designee(s) and shall be subject to the control and management of the Issuing Authority and/or its designee(s).

(b) While the Licensee retains sole discretion for channel placement in accordance with terms of this Renewal License, the Licensee shall attempt to minimize the number of PEG Access Channel assignment changes. The current PEG Access Channel locations on the Basic Service Tier are 12, 15 and 17. The Licensee shall not move or otherwise relocate said channel locations of the PEG Access Channels without ninety (90) days advance, written notice to the Issuing Authority and/or its designee(s). In the event that the Licensee does relocate a PEG Access Channel(s), the Licensee shall reimburse the Town or its designee up to Three Thousand Five Hundred Dollars (\$3,500) for reasonable administrative and/or technical costs incurred by the Town and/or Access Corporation as a direct result of all PEG Access Channels relocated during any given channel realignment process. Documentation of such costs shall be submitted by the Town and/or Access Corporation to the Licensee prior to any incurrence of said cost(s).

(c) The Licensee shall continue to provide the three (3) activated Downstream Channels for PEG Access use in standard digital format in the Licensee's Basic Service. The Licensee shall carry all components of the standard definition PEG Access Channel Signal(s) provided by the Issuing Authority and/or its designee(s) including, but not limited to, closed captioning, stereo audio and other elements associated with PEG Access Programming. The Issuing Authority and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in a standard definition format to the interior demarcation point at the designated point of Origination for the PEG Access Channel(s). The Licensee shall transport and distribute the PEG Access Channel Signal(s) on its Cable System and shall not discriminate against PEG Access Channels with respect to the functionality, signal quality, and features from those of the local broadcast digital format channels carried on the Cable System. With respect to Signal quality, the Licensee shall not be required to carry a PEG Access Channel in a higher quality format than that of the channel signal delivered to the Licensee; provided, however, that the Licensee shall distribute PEG Access

Channel Signal(s) without degradation. Upon reasonable written request by the Issuing Authority, the Licensee shall verify PEG Access Channel Signal delivery to Subscribers with the Issuing Authority and/or its designee(s).

(d) Within one (1) year of the Effective Date of this Renewal License, in addition to the three (3) standard definition PEG Access Channels referenced in paragraph (a) above, the Licensee shall simultaneously carry three (3) additional PEG Access Channels in High Definition (HD) format. The Licensee shall carry all components of the HD PEG Access Channel Signals provided by the Town and/or its designee(s) including, but not limited to, closed captioning, stereo audio and other elements associated with PEG Access Programming. The Town and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in HD format to the demarcation point at the designated point of Origination for the PEG Access Channel(s). The Licensee shall transport and distribute all of such PEG Access Programming without degradation. Consistent with this requirement, the Licensee shall provide all necessary equipment outside the demarcation point at the Town and/or its designee's Origination Location, at its Headend and throughout its Trunk and Distribution System in order to deliver the PEG Access Channel(s) in HD format to Subscribers.

(e) The Licensee shall not discriminate against PEG Access Channels with respect to the Signal quality, functionality, and features from those of the local broadcast HD Channels carried on the Cable System. With respect to Signal quality, the Licensee shall not be required to carry a PEG Access Channel in a higher quality format than that of the Signal delivered to the Licensee; provided, however, that the Licensee shall distribute the PEG Access Channel Signal(s) without degradation.

(f) The Licensee shall verify PEG Access Channel Signal delivery to Subscribers with the Issuing Authority in a manner and on a timetable as to ensure that the HD PEG Access Channels are included in the Licensee's program services offered to Subscribers.

(g) Amherst Subscribers shall be able to view the PEG Access Channels on a Video-on-Demand basis.

(h) Amherst PEG Access Programming shall be listed in the Licensee's on-screen/interactive program guide in the same manner as its commercial programming listings.

(i) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town and/or PEG Access Users.

(j) The PEG Access content provider shall be responsible for the picture quality of PEG Access Programming at the input of the modulators and/or other equipment that are permanently located at the PEG Access studio and at each PEG Access Origination Location listed in **Exhibit 1**, which is the demarcation point between the video origination equipment owned, operated and maintained by the Licensee and the Issuing Authority's and/or its designee(s) end-user equipment.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 6.1 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Further, Comcast objects to any effort to dictate what type of technology must be used to provide PEG channels. Specifically, the Federal Cable Act precludes local franchising authorities from dictating or making demands for specific transmission technologies, including High Definition (“HD”) TV. See 47 U.S.C. § 544 (e) (franchising authorities may not “prohibit, condition, or restrict” a cable system’s “transmission technology”). The FCC has confirmed that “the phrase ‘transmission technology’ includes both the transmission medium ... and the specific modulator or communications format.” Implementation of the Cable Act Reform Provisions of the Telecommunications Act of 1996, Report and Order, 14 FCC Rcd 5296, 5356-57 ¶141 (1996), affirmed on reconsideration, 17 FCC Rcd 7609 (2002).

Comcast is neither willing nor required under applicable law to agree to PEG Video on Demand (“VOD”). VOD is not specifically addressed by the Federal Cable Act’s sections on PEG channels. A Local Franchising Authority such as the Town may request “adequate” PEG channel capacity, facilities and financial support §621(a)(4)(B). The Cable Act does not address an obligation to provide PEG in HD, VOD, 4K or other specific technologies.

Regarding the Interactive Programming Guide (“IPG”) and the carriage of PEG access channel information on the IPG, Comcast submits that mandates concerning the technology used for and capabilities of the IPG are outside the scope of the Town’s authority as the franchising authority under the federal Cable Communications Policy Act of 1984.

Section 6.3---PEG ACCESS/CABLE-RELATED EQUIPMENT/FACILITIES FUNDING

(a) The Licensee shall provide funding to the Issuing Authority in the total amount of Two Million Two Hundred Five Thousand Sixty Two Dollars (\$2,205,062.00) for PEG Access/Cable-Related equipment/facilities purposes. The Licensee shall provide such funding on an annual basis, no later than July 1st of each year of this Renewal License, in the amount of Two Hundred Twenty Thousand Five Hundred Six Dollars and Twenty Cents (\$220,506.20) each year. There shall be ten (10) such annual payments.

(b) Under no circumstances shall said equipment/facilities funding payments required herein be counted against (i) the Cable-Related Funding pursuant to Section 7.2 infra; and/or (ii) applicable License Fees payable to the Town, the State and/or the FCC.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 6.5 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 6.4---PEG ACCESS SERIAL DIGITAL INTERFACE EQUIPMENT

Within ninety (90) days of the Effective Date of this Renewal License, the Licensee shall purchase, install and operate high definition serial digital interface equipment for each PEG Access Channel. The Licensee shall own, maintain, repair and upgrade to the industry’s highest standards, from time to time, said equipment for the entire term of this Renewal License.

Response: By way of formal response to this specific section, Comcast refers to its Informal

Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 6.5---EQUIPMENT OWNERSHIP

The Town and/or its designee(s) shall own all PEG Access/Cable-Related equipment purchased with funding pursuant to Section 6.3 above and/or Section 7.2. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 6.6---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the same FCC Technical Standards which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 6.7---PEG ACCESS CABLECASTING

(a) In order that the Issuing Authority and/or its designee(s) can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Town and/or its designee(s) from any I-Net Building listed in **Exhibit 1** to the Cable System Headend without charge, to the Issuing Authority and/or its designee(s) for their use.

(b) There shall be no charges to the Issuing Authority and/or its designee(s) for operation of said PEG Access video Origination Locations.

(c) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority and/or its designee(s) for such electronic switching responsibility. Any manual switching shall be the responsibility of the Issuing Authority and/or its designee(s). The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(d) The Licensee shall own, maintain, repair and/or expeditiously replace any Headend and/or Hubsite and/or PEG Access Origination Location Signal processing equipment. The Licensee shall utilize only up-to-date and current state-of-the-art Signal processing equipment. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the Town's or its designee(s)'s equipment shall be at the output of the Town's or its designee(s)'s modulator or

equivalent device.

Response: Comcast is unable to offer any further language or responses on the subject of the PEG Access Cablecasting as it pertains to the Institutional Network until such time the Town of Amherst provides responses to Comcast's multiple inquiries regarding the Town's current use of the Institutional Network. These inquiries have been provided to the Town of Amherst through its counsel of record.

Section 6.8---CENSORSHIP

Neither the Licensee nor the Town and/or its designee(s) shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Response: Acceptable as proposed

Response: Comcast adds the following additional provision, provided in Section 6.2 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

PEG ACCESS PROVIDER

Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

Response: Comcast adds the following additional provision, provided in Section 6.6 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

REPORT OF DISBURSEMENTS

- (a) Annually, on or before February 15th, the Issuing Authority, or its designee, shall submit to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee on behalf of the access corporation, pursuant to Article 6 herein.
- (b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG Access facilities.
- (c) If upon review of the report, the Licensee finds that any use of the funds by the access provider have been inappropriately related to PEG Access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take the necessary measures to assure future funds are expended appropriately.
- (d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG Access support and or PEG Access capital payments, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of the funds.
- (e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the inappropriate use of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

Response: Comcast adds the following additional provision, provided in Section 6.7 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

Response: Comcast adds the following additional provision, provided in Section 6.8 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee's current system for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

Response: Comcast adds the following additional provision, provided in Section 6.9 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

PEG ACCESS PROGRAMMING INDEMNIFICATION

The Issuing Authority and/or the Access Provider shall indemnify the Franchisee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Franchising Authority's rules for or administration of PEG Access Programming.

ARTICLE 7

LICENSE FEE PAYMENTS

Section 7.1---LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the Cable-Related Funding pursuant to Section 7.2 below; and (ii) any License Fees that may be payable to the Town, the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town and/or its designee(s) because of late payments; (ii) the PEG Access/Cable-Related equipment/facilities funding payments pursuant to Section 6.3 supra; (iii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and/or (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) In the event that the License Fees required herein are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at rate of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this §7.1 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Sections 7.1 and/or 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 9.4 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 7.2---CABLE-RELATED FUNDING

(a) The Licensee shall make License Fee payments to the Issuing Authority equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(20) supra, less applicable License Fees.

(b) Said payments shall be made on a quarterly basis. Subject to paragraphs (b)(i), (b)(ii) and (b)(iii) below, said payments shall be made to the Issuing Authority on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

(i) The first 5% payment under this Renewal License shall be made on or before November 15, 2017 for the previous period from the Effective Date through December 31, 2016.

(ii) Subsequent 5% payments under this Renewal License shall be made on the dates in paragraph (b) above.

(iii) The final 5% payment under this Renewal License shall be made on or before December 1, 2026 for the previous period from October 1, 2026 through October 15, 2026.

(c) The Licensee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, substantially consistent with that which is attached hereto as **Exhibit 6**. If the Licensee's quarterly payments to the Issuing Authority were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(20) supra.

(d) In no case shall said five percent (5%) payment(s) include the equipment/facilities funding required by Section 6.3 supra. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(e) In the event that the PEG Access Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Issuing Authority pursuant to this Section 7.2(e) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 6.4 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fees shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 7.4---RECOMPUTATION

(a) Tender or acceptance of any payment made pursuant to Section 6.3, Section 7.1 and/or Section 7.2 supra shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Section 6.3, Section 7.1 and/or Section 7.2 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than five (5) years after said payments are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days from a written request to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required Cable-Related Funding payment to the Issuing Authority, without interest charges of any kind.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 7.5---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Amherst.

Response: Acceptable as proposed

Section 7.6---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

Response: Acceptable as proposed

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Response: Acceptable as proposed

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. At least thirty (30) days prior to implementing a change of one of its billing practices, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed practice, in a typeface that can be easily read and understood by Subscribers.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq. as amended, attached as **Exhibit 7**.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 8.1 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Response: Acceptable as proposed

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), in the event that Cable Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

-Town of Amherst Cable Television Renewal License-
March 14, 2016

Response: Acceptable as proposed

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 9.2 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Two Hundred Thousand Dollars (\$200,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 9.3 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 9.3---REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Response: Acceptable as proposed

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

Response: Acceptable as proposed

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the

-Town of Amherst Cable Television Renewal License-
March 14, 2016

liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day-to-day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Response: Acceptable as proposed

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Response: Acceptable as proposed

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or

regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Response: Acceptable as proposed

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Response: Acceptable as proposed

Section 10.6---JURISDICTION AND VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

Response: Acceptable as proposed

Response: Comcast adds the following additional provision, provided in Section 9.12 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

ARTICLE 11

DETERMINATION OF BREACH-LIQUIDATED DAMAGES LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;
- (ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (iii) Commence an action at law for monetary damages;
- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable

law;

(vi) Invoke any other lawful remedy available to the Town.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 9.8 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(c) above.

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(2) For failure to operate and maintain the Institutional Network in accordance with Section 3.2 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the FCC technical standards, pursuant to Section 3.1 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(4) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the PEG Access provisions in accordance with the timelines in Article 6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(6) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and **Exhibit 8** attached hereto, Two Hundred Dollars (\$200.00) per day that any such non-compliance continues.

(7) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.6 herein and/or **Exhibit 5**, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(8) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 9.7 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 11.4---TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Issuing Authority shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Response: Acceptable as proposed

Section 11.5---NOTICE TO TOWN OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Response: Acceptable as proposed

Section 11.6---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Response: Acceptable as proposed

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, the Town or the Licensee to be effective, it shall be in writing by such respective party.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---CUSTOMER SERVICE OFFICE

For the term of this Renewal Licensee, the Licensee shall continue to maintain, operate and staff, with a minimum of one (1) full time equivalent staff person, a full-time customer service office within the Town of Amherst open for walk-in business Monday through Friday, during Normal Business Hours, for the purpose of, among other things, receiving monthly bill collections, installation and change of service and service call requests, exchanging/replacing customer equipment, receiving all customer inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions; and answering general inquiries.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 6**, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Amherst Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Response: Acceptable as proposed

Section 12.3---CUSTOMER SERVICE CALL CENTER

The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

Response: Acceptable as proposed

Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Amherst residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business day.

(c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 6**.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 12.6---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 5** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;

- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:
 - (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Amherst with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.
- (c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Response: By way of formal response to this specific section, Comcast refers to the language as

submitted in Section 7.2 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 12.8---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Response: Acceptable as proposed

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Response: Acceptable as proposed

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 7.4 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 12.11---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection,

retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 12.12---MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

(1) In accordance with 47 U.S.C. Section 551, as may be amended, except as provided in Paragraph (2) below or in accordance with and subject to applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a Person other than the Subscriber or the Licensee.

(2) The Licensee may disclose such information if the disclosure is--

(A) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber;

(B) subject to subsection (h) of 47 USC 551, made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the Person to whom the order is directed; or

(C) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if:

(i) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and

(ii) the disclosure does not reveal, directly or indirectly, the:

(I) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or

(II) the nature of any transaction made by the Subscriber over the Cable System.

(D) to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

In accordance with 47 U.S.C. Section 551, as may be amended, a Subscriber shall be provided access to all personally identifiable information regarding that Subscriber which is collected and maintained by the Licensee. Such information shall be made available to the Subscriber at reasonable times and at a convenient place designated by the Licensee. A Subscriber shall be provided reasonable opportunity to correct any error in such information. The Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information as specified herein or pursuant to a court order.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 12.16---PRIVACY STANDARDS REVIEW

-Town of Amherst Cable Television Renewal License-
March 14, 2016

The Issuing Authority and the Licensee shall periodically review Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Response: Comcast adds the following additional provision, provided in Section 7.5 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information. Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Licensee to be competitively sensitive. In the event that the Issuing Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority shall notify Licensee of such request and cooperate with Licensee in opposing such request.

ARTICLE 13

REPORTS AND PERFORMANCE TESTS

Response: Comcast adds the following additional provision, provided in Section 9.5 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

REPORTS

(a) Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

Section 13.1---GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 13.2---FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 13.3---CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 13.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 7** to the Issuing Authority, or its designee(s), as required by the Cable Division.

Response: Acceptable as proposed

Section 13.6---INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 supra, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Response: Acceptable as proposed

Section 13.7---ANNUAL PERFORMANCE TESTS

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Response: Acceptable as proposed

Section 13.8---QUALITY OF SERVICE

Where evidence exists which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such written notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Response: Acceptable as proposed

Section 13.9---DUAL FILINGS

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Response: Acceptable as proposed

Section 13.10---ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable written request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 13.11---INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Response: Acceptable as proposed

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

Response: Acceptable as proposed

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Response: Acceptable as proposed

Section 15.2---CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Response: Acceptable as proposed

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

Response: Acceptable as proposed

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Response: Acceptable as proposed

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of the Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Effective Date of this Renewal License that would interfere with its performance of the Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Response: Acceptable as proposed

Section 15.7---FORCE MAJEURE

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and applicable environmental restrictions.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 10.2 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 15.9---SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Response: Acceptable as proposed

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) or by overnight courier service to the Board of Selectmen Town of Amherst, Town Hall, 4 Boltwood Avenue Amherst, Massachusetts 01002, with one (1) copy to the Town Counsel, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) or by overnight courier service to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:

with one (1) copy to:

Comcast Cable Communications, Inc.
Vice President, Government Affairs
676 Island Pond Road
Manchester, New Hampshire 03109

and one (1) copy to:

-Town of Amherst Cable Television Renewal License-
March 14, 2016

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, Pennsylvania 19103

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in an Amherst newspaper of general circulation.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Section 10.3 of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to 47 U.S.C. Section 555(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer or amendment of this Renewal License.

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016. Comcast is open to informal negotiations to agree upon language acceptable to both parties.

Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Response: Acceptable as proposed

Section 15.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

Response: Acceptable as proposed

EXHIBITS

EXHIBIT 1

INSTITUTIONAL NETWORK BUILDINGS

Response: Comcast is unable to offer any further language or responses on the subject of the Institutional Network until such time the Town of Amherst provides responses to Comcast's multiple inquiries regarding the Town's current use of the Institutional Network. These inquiries have been provided to the Town of Amherst through its counsel of record.

1. Town Hall	4 Boltwood Ave
2. Police Station	111 Main St
3. Fire Central	68 N Pleasant St
4. Fire North	603 E Pleasant St
5. Public Works	586 S Pleasant St
6. Bangs Center	70 Boltwood Walk
7. Parking Garage	51 Boltwood Walk
8. Jones Library	43 Amity St
9. North Amherst Library	8 Montague Rd
10. Munson Library	1046 S East St
11. War Memorial Pool	167 Triangle St
12. Amherst Media	246 College St
13. South Amherst School	1001 S East St
14. Amherst Regional Middle School	170 Chestnut St
15. Crocker Farm School	280 West St
16. Wildwood School	71 Strong St
17. Fort River School	70 S East St
18. East St School	47 S East St
19. North Amherst School	1200 N. Pleasant St.
20. Amherst Regional High School	21 Mattoon Street
21. Mill River Recreation Center	95 Montague Road
22. Cherry Hill Rec. Dept. Building	325 Montague Rd.
23. Groff Park	72 Mill Lane

EXHIBIT 2

I-NET HUB SPECIFICATIONS

Response: Comcast is unable to offer any further language or responses on the subject of the Institutional Network until such time the Town of Amherst provides responses to Comcast's multiple inquiries regarding the Town's current use of the Institutional Network. These inquiries have been provided to the Town of Amherst through its counsel of record.

The I-Net Hub Site, which will be located in a Town, School or other location designated by the Issuing Authority, is a mini-headend currently located at the Amherst Town Hall, 4 Boltwood Avenue, to process Signal transmissions at the local level. The Town will be responsible for providing adequate space, electrical powering, ventilation, security and reasonable access for cabling and maintenance. The equipment used in the I-Net Hub-site will vary depending on Renewal License commitments and contractual obligations with the Town.

I-Net Hub Physical Space and Electrical Requirements:

- (1) Provide sufficient space to accommodate one or more racks of equipment measuring approximately 70" tall, 26" wide and 30" deep. This includes front and rear access to the rack with 24" doors. The exact number of racks is determined from final design and depends on the equipment requirements of the Town to fulfill the Renewal License obligations herein.
- (2) Electrical outlet shall be a separate 20 amp service from a circuit breaker panel to each equipment rack(s).
- (3) Equipment location shall require ventilation and/or air conditioning to maintain a reasonably consistent operating environment. The temperature should be consistent with an operating range of 60 to 80 degrees.
- (4) Equipment shall be located in a secure area with access limited to mutually agreed upon City designated personnel and the Licensee's personnel.
- (5) Access to equipment shall be needed by designated Licensee employees for installation, repair and maintenance during and after Normal Business Hours.
- (6) A pathway through the building from the designated I-Net hub equipment room location to the outside cable plant shall be necessary to route fiber optic cable and hard-line coax for Signal distribution.

EXHIBIT 3

INSTITUTIONAL NETWORK OPERATIONAL SPECIFICATIONS

Response: Comcast is unable to offer any further language or responses on the subject of the Institutional Network until such time the Town of Amherst provides responses to Comcast's multiple inquiries regarding the Town's current use of the Institutional Network. These inquiries have been provided to the Town of Amherst through its counsel of record.

The Licensee shall maintain the I-Net in accordance with FCC Rules and Regulations, 47 C.F.R. 76, subpart K, where applicable.

The Licensee shall determine and assign transmit and receive frequencies for all I-Net Users and advise the Issuing Authority of such frequencies in writing.

The Licensee shall determine and design the correct Signal strength levels necessary at each location identified in **Exhibit 1** of this Renewal License.

The Town shall designate an experienced communications professional to oversee the Town's use of the I-Net, who shall be the point of contact for I-Net issues for the Licensee.

The Licensee's role in supporting the I-Net shall be limited to the minimum services outlined above. The Licensee may charge the Town for all service calls not related to the radio frequency performance of the I-Net, including additional drops, moves or system changes. Charges shall be billed on a time and material basis, plus a reasonable rate of return in accordance with applicable law.

EXHIBIT 4

PROGRAMMING AND SIGNAL CARRIAGE

Response: Acceptable as proposed

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming; and
- + Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(PJE: Comcast to provide its current channel lineup.)

EXHIBIT 5

**DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS**

Response: By way of formal response to this specific section, Comcast refers to the language as submitted in Exhibit A of its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

In accordance with Section 5.6 supra, the following public buildings and school buildings shall continue to receive a Drop and/or Outlet and the monthly Basic Service at no charge **:

- | | |
|-------------------------------------|----------------------|
| 1. Town Hall | 4 Boltwood Ave |
| 2. Police Station | 111 Main St |
| 3. Fire Central | 68 N Pleasant St |
| 4. Fire North | 603 E Pleasant St |
| 5. Public Works | 586 S Pleasant St |
| 6. Bangs Center | 70 Boltwood Walk |
| 7. Parking Garage | 51 Boltwood Walk |
| 8. Jones Library | 43 Amity St |
| 9. North Amherst Library | 8 Montague Rd |
| 10. Munson Library | 1046 S East St |
| 11. War Memorial Pool | 167 Triangle St |
| 12. Amherst Media | 246 College St |
| 13. South Amherst School | 1001 S East St |
| 14. Amherst Regional Middle School | 170 Chestnut St |
| 15. Crocker Farm School | 280 West St |
| 16. Wildwood School | 71 Strong St |
| 17. Fort River School | 70 S East St |
| 18. East St School | 47 S East St |
| 19. North Amherst School | 1200 N. Pleasant St. |
| 20. Amherst Regional High School | 21 Mattoon Street |
| 21. Mill River Recreation Center | 95 Montague Road |
| 22. Cherry Hill Rec. Dept. Building | 325 Montague Rd. |
| 23. Groff Park | 72 Mill Lane |

** And any other public buildings designated by the Issuing Authority.

EXHIBIT 6
CABLE-RELATED FUNDING
GROSS ANNUAL REVENUES REPORTING FORM
COMCAST OF MASSACHUSETTS/VIRGINIA INC.

TOWN OF AMHERST

Response: By way of formal response to this specific section, Comcast refers to its Informal Renewal Proposal, Tab 3, DRAFT Renewal Cable Television License filed on March 09, 2016.

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
---------------------	------------------

License Fee (5%)	\$ [enter % of total]
------------------	-----------------------

Fee-on-Fee (5%)	<u>\$ [enter % of %]</u>
-----------------	--------------------------

License Fee Due	<u>\$ [enter total due]</u>
-----------------	-----------------------------

1 – Pay Service includes all Pay Channels and Pay-Per-View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized Comcast Representative:

Name:

Date:

EXHIBIT 7

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

Response: Acceptable as proposed

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the

annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.

- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 8

FCC CUSTOMER SERVICE OBLIGATIONS

Response: Acceptable as proposed

**TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure

compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

-Town of Amherst Cable Television Renewal License-
March 14, 2016

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits-- for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 9

CABLE DIVISION FORM 500

Response: Acceptable as proposed

(See Attached)

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time:

Manner of Resolution:

< 1 > Less than 1 Day, < 2 > 1-3 Days, < 3 > 4-7 Days, < 4 > 8-14 Days, < 5 > 15-30 Days, < 6 > > 30 Days
A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Select Board of the Town of Amherst, Massachusetts, as Issuing Authority, this _____ day of _____, 2016 and all terms and conditions are hereby agreed to by Comcast of Massachusetts /Virginia, Inc.

The Amherst Board of Selectmen,
as Issuing Authority

Chairman

Comcast of Massachusetts/Virginia, Inc.

By:

Regional Senior Vice-President